

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: All

Dept. Head/Contact Information: Municipal Clerk, Richarda Duffy Momsen, (915) 541-4127

Type of Agenda Item:

- | | | |
|---|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other <u>Independent Contractors</u> | | |

Funding Source:

- ☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

The Municipal Court is required to provide court interpreters per Article 38.30. [733] [816] [796] of the Texas Code of Criminal Procedure.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Budgeted for FY05

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING, JR.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3


JOHN F. COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY W. COBOS
DISTRICT NO. 8

TO: Mayor Joe Wardy and City Representatives
FROM: Richarda Duffy Momsen, Municipal Clerk 
SUBJECT: Contracts for Court Interpreters on August 17, 2004 City Council Agenda
DATE: August 12, 2004

On the City Council Agenda for August 17, 2004 will appear nine contracts for certified, licensed court interpreters. These contracts were approved by the Civil Service Commission at their August 12, 2004 meeting. El Paso Municipal Court is required under Chapter 57, Subchapter A, 57.002 of the Local Government Code to provide a certified interpreter to defendants who request one at court hearings and trials.

The interpreters are licensed through the Texas Department of Licensing and Regulation. They serve among the five trial courts and two arraignment sessions at three locations: 9600 Dyer, 810 E. Overland and 601 East Overland. They are part-time, on-call contractors who serve according to the fluctuating demand for their services from 7:00 a.m. to 8:30 p.m. among the three locations.

Due to the competing demand for services for licensed interpreters among the federal, district, county, municipal courts and other governmental entities and among private attorneys, it is necessary for El Paso Municipal Court to have a pool of interpreters from whom to draw for the on-call service. Else wise we may be unable to provide an interpreter at the time and place the defendant has requested one. It is common for the interpreters to substitute among themselves when scheduling conflicts arise. They are paid \$40.00 per hour and \$10.00 for each quarter hour.

I am available at 541-4127 if I may answer any additional questions.

Funding Source:	Department:	11010011 – Municipal Court Administration
	Fund:	01101 – General Fund
	Account:	502215 – Outside Contracts
	Class:	11000

Districts affected: Defendants in all Districts

CC: Jim Martinez, CAO
Lisa Elizondo, City Attorney
Adrian Ocegueda, Executive Assistant to the Mayor

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a contract between the **CITY OF EL PASO** and **GEORGE RODRIGUEZ** as a Court Interpreter for the Municipal Court at an hourly rate of \$40.00 and partial hours after the first hour prorated at \$10.00 per fifteen minute periods. The Contract period shall be from September 1, 2004 through August 31, 2005.

ADOPTED this 17th day of August, 2004.

CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INDEPENDENT CONTRACTOR CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **GEORGE RODRIGUEZ** hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City, on behalf of Municipal Court, desires to engage the Contractor as a Court Interpreter; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the duties as stated in Attachment "A", Scope of Services, attached hereto and made a part hereof, under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services for the Municipal Court in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of the Contractor are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid Forty and 00/100 Dollars (\$40.00) per hour and partial hours after the first hour prorated at Ten and 00/100 Dollars (\$10.00) per fifteen minute periods. Employee work hours will vary according to the court's schedule.

The City will provide no fringe benefits. Employee agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is in the City of El Paso, Texas or such other places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: Municipal Court
Attn: Municipal Clerk
810 East Overland
El Paso, Texas 79901-2560

CONTRACTOR: George Rodriguez

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas
this 17th day of August, 2004.

CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

George Rodriguez
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richarda Duffy Momsen
Municipal Clerk

APPROVED BY THE CIVIL SERVICE COMMISSION:
Date: August 12, 2004

By: _____
Secretary

◆ Summary of Qualifications

Licensed Court Interpreter with a combined experience of more than three years of translation and interpretation work

Member of the UTEP French Club from 11/99 to 05/02

Member of the El Paso Interpreter's and Translator's Association

Seven years experience in law enforcement, extensive law enforcement /police training

Three years experience as a substitute teacher short/long term

Certified Personal Trainer

Member of the National Soccer Coaches Association of America

Grade 5 Instructor/Certified coach with the American Youth Soccer Organization

Coached six soccer teams (boys and girls) in various city leagues since 1985 in San Marcos, California and presently in El Paso, Texas

Played soccer in various city teams from 1978 to 1981 and for the U.S. Marine Corps from 1982 to 1983

Participated in the Oriental All-star soccer camp (Tokyo, Japan), FMF Pacific All-star soccer camp (Camp Smith, Hawaii) and the U.S. Marine Corps selection camp (El Toro, California)

◆ Experience and Employment History**El Paso County(Council of Judges)**

500 E. San Antonio Suite 101

El Paso, TX 79903

07/14/93 to Present

40 hours per week

Martha Banuelos 915-546-2143

Working as an interpreter my duties include the following; interpret for the Court all proceedings from arraignments, to motions, to trials and sentencing. Interpret the entire proceedings of a criminal trial for a non-English speaking Spanish speaking defendant so that the defendant can participate in his own defense(from voir dire to summation when required by the court), and in this case the interpreter should be allowed a recess to either rest or to be substituted by another interpreter at reasonable intervals. Interpret between the defendant and his attorney when appropriate but during the course of trial only. Interpret simultaneously during juvenile proceedings to non-English speaking Spanish speaking juveniles and/or parents(from one parent to several sets of parents). Interpret for any witnesses called to testify from the witness stand; interpret the Judge's or attorney's questions to Spanish and the witnesses' responses to English, in jury or non-jury trials. Interpret for the Grand Jury for non-English speaking Spanish speaking witnesses whenever time permits. Interpret for the jury panels qualification sessions. Interpreters will also translate legal documents and other evidentiary material for the benefit of the court or jury when directed to do so by the court. Such directions should be given to the interpreter sufficiently in advance of the time such material is needed for trial so that the translation of the material will not interfere with the interpreter's in-court duties.

Dept. of the Army Ft. Bliss Police Officer

Provost Marshall's Office

123 Slater Ft. Bliss, TX. 79916

02/02 to 06/06/03

40 hours per week

Officer Lawson 915-568 4260

As a **Police Officer** and as **Shift Lead Officer**(when assigned), my duties include but are not limited to the manning of fixed desk posts, fixed gate posts, and foot and vehicle patrols to provide security, prevent unlawful acts or infraction of rules and regulations. Guard interior and exterior gates, assure proper identification of all pedestrians or motor traffic, clear visitors, and maintain prescribed records. Search and detain and arrange for search and interrogation of suspects. Recognize, collect, preserve, and mark evidence for use in investigations and prosecutions. Write and present oral reports of incidents. May be required to testify in court. Maintain firearms and other issued equipment in good working order and condition at all

times. Participate in regularly scheduled training in the techniques of first aid, sabotage, disorder, riot disaster, and counter-terrorism. Conduct search of persons and vehicles entering or leaving the installation as directed or when probable cause exists. Maintains traffic control at shift changes, enforces traffic regulations controls and reroutes traffic in emergency situations, issues warning, tickets or summons, apprehends violators, obtains facts, and prepares statements concerning accidents or violations. Operate a military vehicle in the regular performance of duties. Perform operator maintenance on a military vehicle and maintains the cleanliness of weapons and equipment. Patrol the installation by vehicle, or foot in the administration of law enforcement, physical security of designated ranges and crime prevention activities.

Deputy Constable

El Paso County Constable Department Pct 6
12708 Alameda PO Box 597 Clint, Tx. 79836

11/01 to Present

48 hours per month

Alejandro Gamboa (915)851-2019

Responded to emergency calls as designated, investigated accidents and made reports as required. Directed traffic at motor vehicle accident scenes secured accident and crime scenes issued citations, made arrests, served summonses subpoenas and warrants as needed. Assisted other local law enforcement agencies in responding to emergency calls and in the apprehension of wanted offenders via police radio communications. **Field Training Officer(F.T.O.) 3/96** Promoted to field training Officer and assisted in training, evaluation and Supervision of up to 5 or more new and veteran officers. **Sergeant(SGT) 9/97** Promoted to sergeant and placed in charge of patrol operations to include field training and academy training for all officers in the department. Designated as the patrol sergeant and responsible for posting the patrol schedule and the supervision of the officers. Supervised 10 or more new and veteran officers and evaluated them on the performance of their duties and paperwork preparation. Assigned officers to academy training and insured that they assisted it. Gave shift briefings and reported to the Lt. and the Constable on the progress and the activity of the officers (Served several times as Deputy Constable 02/92 to 11/92 and 05/94 to 01/98)

Texas Army National Guard

1836th TransCo(HET) 11149 Pleasonton
El Paso Texas, 79916

from 10/98 to present

various times a month/year

Capt Flores 915 568 8302

Conduct various training activities in preparation for the 13Fox school. From 11/98 to December 98 worked in Fort Hood, Texas in the Civilians on Battle field training for troops being deployed overseas.

Counter Drug program with JTF6 worked at the International Ports of Entry in El Paso, Tx. from 8/99 to 9/99 and assisted customs inspectors in examining inbound vehicles, aircraft, maritime vessels, and their cargo in an effort to deter, disrupt and interdict concealed narcotics, narcotic related contraband, illegal moneys weapons and ammunitions, pre-cursor chemicals etc. Completed other training as required and ordered by the commanding officer. Called to active duty to assist the **Counter Drug Program** from 07/02 to 08/02.

Deputy Sheriff

Culberson County Sheriff's Department
208 La Caverna P.O. Box 65, Van Horn, Tx. 79855

09/00 to 05/01

40 hours per week

Oscar Carillo 915 283 2060

Carried out continuing patrol and surveillance of an assigned area for the purpose of suppressing crime, enforcing traffic and criminal laws. Regulated non-criminal activity and provided assistance to citizens as necessary and appropriate. As a Deputy in a large county, I often work alone and perform my duties with minimal or no supervision. I generally plan my own work and take action on my own initiative. I also work in conjunction with county, state and federal agencies in the apprehension of criminals and prevention of crime.

Contract Investigator (Undercover Agent)

Otero County Sheriff's Department
1013 New York, Ave. Alamogordo, NM. 88310

01/98 to 8/98

40 hours per wk

Teresa Storseth (505)437-2210

Undercover agent with a task force operating in a high drug trafficking area. I participated in investigations of drug trafficking rings and DEA targeted individuals. My duties included:

Developing and using unwilling informants.

Conducting surveillance operations, with and without technical aids.

Serving search and arrest warrants.

Interviewing/interrogating witnesses and subjects.

Seizing contraband and evidence.

Substitute Teacher

Canutillo Independent Schools
7311 Bosque Rd. Canutillo, Tx. 79835

08/93 to 6/95

32 hours per wk
Dr. Kissinger (915)877-3726

Reviewed lesson plans and schedules with the administrator. Maintained established routines and procedures in assigned classroom. Taught lessons prepared by the teacher following the lesson plan book. Assumed responsibility for students' discipline during school day. Completed the substitute report at the end of the assignment. Performed any extra duties normally assigned to the regular teacher. Supported the goals and objectives of the school district and followed all district rules and policies.

◆ **Education and Training**

University of Texas at El Paso, Graduate received a Bachelors in Linguistics with a minor in Criminal Justice. 08/2002

El Paso Community College, Associates of Applied Science in Law Enforcement; with a GPA of 3.1 05/90

Department of the Army Law Enforcement Certification Course Ft. Bliss, TX 320 hrs. 8wks, of Police Academy Training on U.S. laws, Army regulations and Procedures 04/02

Licensed Court Interpreter, Licensed in the State of Texas 02/02

Texas Peace Officer Academy, Basic Peace Officer Course Certification, 400hrs; 12/90

Standard Field Sobriety Test (SFST), El Paso County Sheriff's Training Academy 24 hrs;10/02

Traffic Occupant Protection Strategies (TOPS), El Paso County Sheriff's Training Academy 4hrs;10/02

Operation Kids, El Paso County Sheriff's Training Academy 4hrs;10/02

Highway Drug Investigations, Southeastern Public Safety Institute/ El Paso County Sheriff's

Region VIII Training Academy 24 hrs, 10/02

Policies and Procedure, Public Training Agency/Bexar County Sheriff's Department 09/02

Spanish for Law Enforcement Officers challenge exam, El Paso County Sheriff's Region VIII Training Academy 07/02

Expandable Baton recertification 4hrs, El Paso County Sheriff's Region VIII Training Academy 06/02

Law Enforcement Officers flying armed 4hrs, El Paso County Sheriff's Region VIII Training Academy 06/02

Racial Profiling and Asset Forfeiture 4 hrs, El Paso County Region VIII Training Academy 05/02

Cultural Diversity, 8hrs, El Paso County Region VIII Training Academy 6/97

Federal State and Departmental Training Requirements, Session A, 32hrs, El Paso County Region VIII Training Academy 5/97

Federal State and Departmental Training Requirements, Session B, 24hrs, El Paso County Region VIII Training Academy 11/96

Tactical Handgun Training 16hrs, El Paso County Region VIII Training Academy 10/94

9MM Transition Course 32hrs, , El Paso County Region VIII Training Academy 10/94

Expandable Baton 8hrs, El Paso County Region VIII Training Academy 2/93(Certified)

Probable Cause Affidavits and Search Warrants 8hrs, El Paso County Region VIII Training Academy 2/93

Law Enforcement and Victim Assistance Training Seminar 8hrs, El Paso County Region VIII Training Academy 7/94

Courtroom Security 8hrs, El Paso County Region VIII Training Academy 10/92

Law Enforcement Practices 40hrs, El Paso County Region VIII Training Academy 1/91